

**Scituate Harbor Community Building
44 Jericho Road
Scituate, Massachusetts**

Mission of the Scituate Harbor Community Building

The Scituate Harbor Community Building's mission is to serve the residents of the Town by allowing use of the facility for town and school events, programs, and activities and to promote other uses that support, preserve, and enhance the character and charm of the Town of Scituate.

USAGE POLICY

The Facility

The Scituate Harbor Community Building (SHCB) is located at 44 Jericho Road. It has three open rooms available for large or small functions. Total building occupancy is 345 persons. Functions anticipating more than 100 persons must receive approval from the Scituate Fire Department.

There are two sets of restrooms (one HP).

Furniture, Equipment and Parking

The building is air-conditioned and equipped with an alarm system and on-site automatic defibrillator.

While there is not a full-service kitchen, refrigeration and a prep-sink are available. There are (6) six foot long tables (2) eight foot tables (6) 48" round tables and 40 chairs. The Town does not provide dinnerware or linens.

There is no sound system but Users are permitted to bring one in for their event.

There are 70 parking spaces available.

Trash Removal and Disposal

Users and renters are responsible for taking their own trash with them, under a “**carry in-carryout policy.**” The Town will bill additionally for any disposal costs.

Hours of Use

The SHCB may be reserved in minimum six (6) hour blocks: One (1) hour for set up, four (4) hour function and one (1) hour for clean-up.

The building may open no earlier than 7:30 a.m.

The building must be closed up at 11:00 p.m.

Use of Alcohol

If you plan to serve beer and wine, you must arrange for liability insurance either through one of our approved caterers or bartending services or if using your own, they will need to provide proof that they hold the requisite insurance coverage up to \$1 million including workers'

compensation coverage, TIPS Certification, and 3 references. The parties will also need to come into a Select Board meeting for approval. All caterers must obtain a one day beer and wine license through the town (Select Board Office). If you plan to have your event catered, we ask that you use one of the approved vendors from our list as well. Please see attached for the list of approved vendors that hold sufficient liability and have the appropriate certificates on file with the town. The license from the town allows for beer and wine only. Beer and wine can be served for a maximum of 4 hours and must be shut down by 10:30 p.m. The building must be closed up at 11:00 p.m.

Decorations

The use of confetti or rice inside the SHCB is not allowed. You may have balloons but please be sure to remove all decorations (inside and out) at the end of your function.

Music and Entertainment

Music, unless specifically authorized by the Board of Selectmen, may only be played *inside* the main function room.

An entertainment license must be obtained from the Selectmen's Office.

Building Access

The doors to the Scituate Harbor Community Building are on an automated locking system which will be scheduled from a computer in the office of the Select Board. *Please be mindful of these times especially when breaking down your event as to not lock yourself out of the building.*

No other entrances or exits in the building are to be used except in the case of an emergency. No doors are to be propped open.

The lighting panel is located on the right-hand wall behind the hostess desk in the lobby.

COSTS

Please note that there are no waivers for any of the costs denoted below.

Security Deposit

A \$100 security deposit from all renters (which is returned to you after your event pending any issues with the facility).

The \$100 deposit is required at a minimum, thirty (30) days before the scheduled event.

RENTAL FEES

Private Event – Non Resident

The facility use fee for a single, six hour block is \$400, in addition to the required completed application and signed rental agreement and Security Deposit.

The \$400 rental fee must be submitted 30 days prior to your event.

Each hour after the four hour minimum will be billed in \$50.00 per hour increments

No event will go forward unless these fees are in hand before the scheduled event.

Private Event – Resident

The facility use fee for a single, six hour block is \$300, in addition to the required completed application and signed rental agreement and Cleaning and Security Deposit.

The \$300 rental fee must be submitted 30 days prior to your event. Each hour after the six hour minimum will be billed in \$50.00 per hour increments.

No event will go forward unless these fees are in hand before the scheduled event.

Use by Non-Profits

Only Town of Scituate affiliated non-profit organization may rent the facility under the following terms:

The facility use fee is \$150.00 in addition to the required completed application and signed rental agreement and cleaning/security deposit of \$100. Resident discount does not apply.

The \$150.00 rental fee must be submitted 30 days prior to your event.

No event will go forward if these fees are not in hand.

Other Notices and Requirements

Interest parties rent the Scituate Harbor Community Building “as is.” All potential renters are strongly encouraged to tour the facility prior to booking.

Events with 100 or more persons will require a Police Detail. Please contact the Scituate Police Department at 781-545-1212.

It is the responsibility of the renter to insure the facility is left as it is found, clean, lights out, trash removed and building secured.

The Town of Scituate reserves the right to not approve any request for rental of the Scituate Harbor Community Building at its sole discretion.

Reservations

To reserve the SHCB, please email dkuppens@scituatema.gov or call (781) 545-8740.

SCITUATE HARBOR COMMUNITY BUILDING REGISTRATION FORM

Located at 44 Jericho Road, Scituate, MA 02066

Mailing address: Town of Scituate c/o Town Administrator's office, 600 Chief Justice Cushing Highway,
Scituate, MA 02066

A separate form is required for each event. Please complete this form in full, including **ALL** requested information.

PLEASE PRINT CLEARLY

Date Requested: _____

Start Time: _____ End Time: _____

(6 Hours, including set up/cleanup)

User's Name: _____ Email: _____

Street Address: _____

Home Phone: _____ Cell: _____

Type of Event: _____ No. Guests _____

Caterer's Name: _____ Phone: _____

If applicable, type of Music: _____

Anticipated date of any scheduled deliveries: _____

Would you like to serve beer and wine? Yes _____ No _____

If yes, you need to employ a caterer or bartender who MUST apply for a one day beer and wine license through the Board of Selectmen Office at least two weeks prior to the event.

Board of Selectmen Meeting /__/_

FOR OFFICE USE ONLY

___/___/___ Renter deposit received (\$100) ___/___/___ Base Rental Received (\$300 Resident/\$400
Non-Resident ___/___/___ Extra time (\$200/hour) ___/___/___ Non Profit (\$150)

___/___/___ Rental agreement signed Deposit refunded ___/___/___

**PLEASE READ USER REGULATIONS WHICH FOLLOW
AND MUST BE SIGNED TO PUT AGREEMENT INTO FORCE**

USER REGULATIONS, RENTAL CONSENT, AND RELEASE FROM LIABILITY AND INDEMNITY AGREEMENT

1. Payment Terms:

Use of the Scituate Harbor Community Building ("SHCB") for a specific date entails a User Fee of \$300 (resident), \$400 (non-resident) a refundable security deposit of \$100, and a signed rental agreement 30 days prior to the scheduled event. In the event of a cancellation by the User at least 60 days before the planned date and time specified in this agreement, the security deposit will be repaid to the User and the User Fee will not be returned unless the SHCB is rented for that date and time by another User. Please submit the deposit and rental fee in two separate checks.

All checks should be payable to "Town of Scituate" and mailed to Town of Scituate, 600 Chief Justice Cushing Highway, Scituate, MA 02066.

2. User Regulations:

User agrees to comply with the following provisions related to User's use of the Scituate Harbor Community Building ("SHCB") and surrounding grounds and parking area.

A. Maximum occupancy in SHCB may not exceed 100 persons without tables. This includes your guests as well as the caterers/bartenders. The Town of Scituate may verify the number of persons attending by contacting User's caterer and bartender.

B. If beer and wine will be served at the event, the caterer or bartender must obtain a one-day beer and wine license from the town. The license fee is \$50 and payable to the Town of Scituate. Beer and wine may not be served after 10:30 p.m. or for longer than a four (4) hour period. Beer and wine may not be sold for cash or "drink tickets" or by any other method. Beer and wine may not be served to or consumed by persons under age 21. If beer and wine is served at a function, User is required to employ a caterer or bartender (TIPS certified) and vendors must have liability insurance satisfactory to the Town of Scituate of at least \$1 million, on which the "Town of Scituate" is named as an additionally insured party. The certificate must be filed with the Town at least 15 days before the event; otherwise the booking will be cancelled. A listing of area caterers and bartenders currently maintaining such a policy is available. All beer and wine must arrive and be removed on the day of the function and must not be left unattended. If "independent contractors" are used by the catering bar service to serve beer and wine, the caterer must notify the Town and the certificate or other documentation signed by the insurance company's agent must state that the liability coverage applies to "independent contractors" as well as to employee. **STRICT ADHERENCE PROTECTS ALL PARTIES.**

C. The Town reserves the right to require a police detail to control vehicle traffic during User's function at its sole discretion. Vehicles may be parked only in the parking area or will be ticketed/towed.

D. User and User's guests must comply with all applicable state and town by-laws and regulations.

E. Music may be played only at low amplification (i.e., not annoying to the nearby area residents). Music must be played inside the building and is not allowed after 10:30 p.m.

F. Confetti, rice, rose petals, or similar materials MAY NOT BE USED in the building. Birdseed may be used outside.

G. Only vehicles with handicap plates or placard may park in the designated handicapped spaces; all others must park in the parking spaces at the SHCB building. Parking is prohibited where it would impede emergency vehicles or traffic. There is not parking on Jericho Road at any time. This provision is strictly enforced.

H. User must comply with posted rules and regulations concerning the use of the SHCB and other portions of the SHCB and parking area.

I. User must return SHCB and the parking areas to their state prior to use by User and User's guests. This includes removing all interior and exterior decorations and trash from the premises. Any leftover debris or trash that must be removed by the Town will result in loss of security deposit and additional cleaning charge. No food or other articles shall be left behind by User. If User fails to comply with its obligations under this paragraph, the Town may withhold all or part of the security deposit.

J. Smoking in town owned facilities is strictly prohibited and includes the outside entrance area.

K. All set up and clean up times, including deliveries, must be scheduled in advance (on the day of the User's function). User and User's caterers, bartenders, and florists may, without charge, have a total of one (1) hour, in addition to the time allotted for User's function, to set up prior to function or to clean up at end of function. User will be charged \$200.00 per hour for additional set up and clean up time (which may be withheld from Security Deposit), payment for which is due at the time the additional time is scheduled.

L. Access to the SHCB is provided by an automated locking system which will be scheduled from a computer in the office of the Select Board. *Please be mindful of these times especially when breaking down your event as to not lock yourself out of the building.*

The SHCB must be vacated by 11:00 p.m.

M. Activation of smoke alarms or use of fire extinguisher must be reported to the Town immediately. A notice of whom to call or contact should any emergency arise can be found in the alarm closet to the right of the entrance door.

N. No tacks, nails or tape may be used on the interior or exterior of the SMC.

O. Rental furniture may not be used unless specifically agreed to by the Town. If chairs and tables other than what is supplied by the Town are used, then per the Scituate Fire Department occupancy is limited to xx persons.

3. Use of the Premises:

In consideration of the payment by the user and the other agreements contained herein, the Town hereby agrees to permit the use of the SHCB by the User at the date and time for the purpose specified above. Town reserves the exclusive right to decline rental for reasons which the Town deems inappropriate.

4. Damage to Premises; Security Deposit:

User is responsible for all damage to the SHCB and the surrounding grounds and other property (including vehicles) caused by User or User's guests or as a result of User's function. To secure a portion of such obligation and User's obligation under paragraph 3, User shall pay to the Town, at the time specified in paragraph 2, a security deposit of \$100 to be held by the Town and applied to the cost of repairing any damage or cleanup for which User is responsible. To the extent not required to be so applied, the Town shall repay such deposit to User within thirty (30) days after User's function or as soon thereafter as the Town can determine the cost of repairing any damage or any cleanup for which User is responsible.

5. Release and Indemnification:

User agrees to forever RELEASE the Town, a municipal corporation of the Commonwealth of Massachusetts, and all their employees, officers, agents, board members, volunteers, booking agent and any and all individuals and organizations assisting or participating in voluntary uses of the SMC from any and all claims, actions, rights of action, and causes of action, damages, costs, loss of services, expenses, compensation and attorneys' fees that may have arisen in the past, or may arise in the future directly or indirectly, from known and unknown personal injuries to anyone connected with the scheduled use of the SMC facility, or property damage resulting from User's use of the facility.

User also promises to INDEMNIFY, REIMBURSE, DEFEND, and HOLD HARMLESS the Releases against any and all legal claims and proceedings of any description that may have been asserted in the past, or may be asserted in the future, directly or indirectly, including damages, costs and attorneys' fees, arising from personal injuries to anyone in User's party or property damage resulting from User's participation in the event schedule for User's use or administration of first aid.

User further affirms that User has read this Release from Liability and Indemnity Agreement, and that User understands the contents of this Agreement. User understands that participation in this event by User's guests is voluntary and that User's guests and User are free to choose not to participate in said programs. By signing this Agreement, User affirms that User has decided to allow User's guests to participate in the use of the SHCB facility with full knowledge that the Releases will not be liable to anyone for personal injuries and property damage User's guests

may suffer in voluntary use of the facility. Permission is granted for any emergency medical treatment needed.

User acknowledges that the Town and the Indemnities are relying on User's obligations hereunder and that the Town would be unwilling to enter into this User Agreement in the absence of the release and Indemnities contained herein.

Signature of Person Signing Rental Agreement:

(Printed): _____

Date: _____

Booking Agent, Town of Scituate

By: _____